[On company letterhead of PARTY NAME]

[ADDRESSEE]

[ADDRESS OF ADDRESSEE]

[DATE]

[Attn: [INDIVIDUAL CONTACT PERSON'S NAME]]

**Letter of Intent for Purchase of [GOODS TO BE PURCHASED/SERVICES TO BE PROVIDED]**

Dear [NAME],

This Letter of Intent (“**LOI**”) outlines the principal terms under consideration by [BUYER’S NAME AND ADDRESS] (“**Buyer**”) for the potential purchase of [DESCRIPTION OF [GOODS/SERVICES]] from [SELLER’S NAME AND ADDRESS] (“**Seller**”). This proposed transaction (the “**Transaction**”) involves the Buyer and Seller, collectively referred to as the “**Parties**” and each, individually, as a “**Party**.”

**1. Non-Binding**

Except for the provisions of Section 4 (Governing Law), Section 5 (Confidentiality), Section 6 (No Third-Party Beneficiaries), and Section 7 (Expenses), and the requirement of this Section 1 regarding entry into negotiations, this LOI is not binding on the Parties. It is merely an outline of basic terms and conditions that the Parties presently intend to include in a formal written agreement to govern the Transaction (the “**Definitive Agreement**”). No binding agreement will exist regarding the Transaction unless and until the Definitive Agreement has been duly executed and delivered by both Parties.

Upon the acceptance and approval of this LOI by the Seller, the Parties shall promptly enter into negotiations with the goal of executing the Definitive Agreement within [NUMBER IN WORDS] ([NUMBER]) business days thereafter. The [Seller’s/Buyer’s] counsel shall prepare the initial draft of the Definitive Agreement.

**2. Purchase and Sale/Supply of Services**

The Parties presently intend that, upon execution of the Definitive Agreement, the Buyer will purchase and Seller will sell/provide the goods/services specified in the attached Schedule A [(“**Goods**”)/(“**Services**”)], at the price and in the quantities detailed therein. The Definitive Agreement shall include such covenants, conditions, indemnities, representations, and warranties as mutually agreed by the Parties.

**3. Term and Termination.**

This LOI will automatically terminate and have no further force or effect upon the earliest of: (i) execution of the Definitive Agreement by Buyer and Seller; (ii) mutual agreement of Buyer and Seller; or (iii) [TIME] on [DATE].

Notwithstanding the foregoing, Section 4 (Governing Law), Section 5 (Confidentiality), and Section 6 (No Third-Party Beneficiaries) shall survive the termination of this LOI. Additionally, the termination of this LOI shall not affect any rights a Party may have with respect to a breach of this LOI by the other Party occurring prior to such termination.

**4. Governing Law**

This LOI shall be governed by and construed in accordance with the laws of the [Province/Territory] of [RELEVANT PROVINCE/TERRITORY] and the federal laws of Canada applicable therein, without regard to any choice or conflict of law provisions or rules (whether of the [Province/Territory] of [RELEVANT PROVINCE/TERRITORY] or any other jurisdiction) that might apply the laws of a jurisdiction other than those of the [Province/Territory] of [RELEVANT PROVINCE/TERRITORY].

**5. Confidentiality**

This LOI is confidential and is subject to the confidentiality agreement entered into between Buyer and Seller on [DATE], which remains in full force and effect.

**6. No Third-Party Beneficiaries**

This LOI is not intended to, and shall not, confer any rights or remedies upon any person or entity other than the Parties and their respective successors or assigns.

**7. Expenses**

Each Party shall bear its own costs, charges, and expenses related to the business review, preparation, and negotiation of the Definitive Agreement, as well as any transactions contemplated by this LOI. These costs include, but are not limited to, fees for legal counsel, accountants, and other advisors or consultants.

**8. Miscellaneous**

This LOI, including any rights or obligations under it, may not be assigned, delegated, or transferred by either Party without the prior written consent of the other Party. This LOI may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one agreement.

The section headings in this LOI are included for reference only and shall not be considered part of the LOI. Any amendments to this LOI must be made through a written instrument signed by both Parties.

If you agree to the terms outlined above and wish to proceed with negotiating a Definitive Agreement for the proposed Transaction on this basis, please sign this LOI in the space provided below and return a signed copy to the attention of [NAME].

Yours faithfully,

[BUYER]

By: ……………………………………………………….

Name: [NAME]

Title: [TITLE]

Agreed to and accepted:

[SELLER]

By: ……………………………………………………….

Name: [NAME]

Title: [TITLE]